



HARPER CREEK COMMUNITY SCHOOLS

*Facilities Department*

7454 B Dr. North

Battle Creek, MI 49014

(269) 441-6550

Fax (269) 962-6034

Appendix  
D-1

Required Equipment Listed By Building and  
Cleaning/Use Expectations

Created by:

Jim Robinson

Director of Facilities  
Harper Creek Community Schools.

EQUIPMENT REQUIRED BY BUILDING

The below equipment listing is a “recommended minimum” equipment listing. All equipment brought to the District shall be new and in safe working order. The name brands are a reference, equipment can be equal or greater value equipment than that listed below.

HIGH SCHOOL

- 1 – Nobles Rider Scrubber 26” w/HD Battery & Charger
- 1 – Nobles Speed Scrub SS-24” Automatic Scrubber
- 2 - Nobles Speed Shine Burnisher’s
- 2 – Nobles 20 inch 1.5 HP Floor Machine with pad driver and Grit Stripping Brush both with clutch plates
- 2 – Nobles Strive Dual Technology Carpet Cleaners 22” (Could be replaced with riding unit.)
- 2- Nobles Speed EX Extractors
- 6 – Pro Team XP Air Movers
- 1 – Nobles V-WA 30” Wide area vacuum
- 2 – Nobles Typhoon Wet/Dry Vacuums
- 4- Pro team Back Pac HEPA Vacuums
- 2 –Pro Team Pro Gen 15 Upright Vacuum 15”
- 1 – Nobles Answer 2 gal extractor
- 2 – Hillyard CC17 Compact Touch Free Cleaning Companion Machines with Water Recovery.
- 6 – Cleaning kits “to include the following”:
  - 35 gallon roll around w/caddy bag.
  - Complete set of hand tools
  - Dust pan
  - Spray bottle carrier
  - Spray bottles
  - Broom
  - Dust Mop
  - Synthetic Duster
  - Mop Bucket/Ringer
  - Wet mop
  - Microfiber Cleaning towels.

MIDDLE SCHOOL

- 1 – Nobles Rider Scrubber 26” w/HD Battery & Charger.
- 1 – Nobles Speed Scrub SS-24” Automatic Scrubber
- 2 – Nobles Speed Shine Burnisher’s
- 2 – Nobles 20 inch 1.5 HP Floor Machine with pad driver and Grit Stripping Brush both with clutch plates
- 1 – Nobles Strive Dual Technology Carpet Cleaner 22” (Could be replaced with riding unit.)
- 2 - Nobles Speed EX Carpet Extractors
- 6 – Pro Team XP Air Movers
- 1 – Nobles V-WA 30” Wide area Vacuum
- 2 - Nobles Typhoon Wet/Dry Vacuums

- 3 – Pro Team Back Pac HEPA Vacuums
- 2 – Pro Team Gen 15 Upright Vacuum 15”
- 1 – Nobles Answer 2 gal Extractor
- 2 – Hillyard CC17 Compact Touch Free Cleaning Companion Machines with Water Recovery.
- 5 - Cleaning Kits “to include the following”:

  - 35 gallon roll around w/caddy bag
  - Complete set of hand tools
  - Spray bottle carrier
  - Spray bottles
  - Broom
  - Dust Mop
  - Dust Pan
  - Synthetic Duster
  - Mop Bucket w/wringer
  - Wet mop
  - Microfiber Cleaning Towels

SONOMA ELEMENTARY

- 1 – Nobles Speed Scrub 20” Automatic Scrubber
- 1 – Nobles Falcon 2800 22” Extractor
- 1 – Nobles Speed Ex Extractor
- 1 – Nobles Typhoon Wet/Dry Vacuum
- 1 – Nobles Speed Shine Burnisher
- 1 – Nobles 20 inch 1.5 HP Floor Machine with pad driver and Grit Stripping Brush both with clutch plates
- 2 – Pro Team HEPA Back Pack Vacuum
- 1 – Pro Team Gen 15 upright vacuum 15”
- 4 – Pro Team XP Air Movers
- 1 – Nobles Answer 2 gallon Extractor
- 1 – Hillyard CC17 Compact Touch Free Cleaning Companion with Water Recovery
- 2 – Cleaning kits (to include the following):

  - 35 gal roll around w/caddy bag
  - Complete set of hand tools
  - Dust Pan
  - Spray bottle carrier
  - Spry bottles
  - Broom
  - Dust Mop
  - Synthetic Duster
  - Mop bucket/wringer
  - Wet mop
  - Microfiber Cleaning Towels

BEADLE LAKE ELEMENTARY

- 1 – Nobles Speed Scrub 20” Automatic Scrubber
- 1 – Nobles Falcon 2800 22” Extractor

- 1-Nobles Speed EX Extractor
- 1 – Nobles Typhoon Wet/Dry Vacuum
- 1 – Nobles Speed Shine Burnisher
- 1 – Nobles 20 inch Floor Machine with pad driver and Grit Stripping Brush both with clutch plates
- 2 – Pro Team HEPA Back Pack Vacuum
- 1 – Pro Team Gen 15 upright vacuum 15”
- 4 – Pro Team XP Air Movers
- 1 – Nobles Answer 2 gallon Extractor
- 1 – Hillyard CC17 Compact Touch Free Cleaning Companion with Water Recovery
- 2 – Cleaning kits (to include the following):
  - 35 gal roll around w/caddy bag
  - Complete set of hand tools
  - Dust Pan
  - Spray bottle carrier
  - Spry bottles
  - Broom
  - Dust Mop
  - Synthetic Duster
  - Mop bucket/wringer
  - Wet mop
  - Microfiber Cleaning Towels

#### WATTLES PARK ELEMENTARY

- 1 – Nobles Speed Scrub 20” Automatic Scrubber
- 1 – Nobles Falcon 2800 22” Extractor
- 1-Nobles Speed EX Extractor
- 1 – Nobles Typhoon Wet/Dry Vacuum
- 1 – Nobles Speed Shine Burnisher
- 1 – Nobles 20 inch Floor Machine with pad driver and Grit Stripping Brush both with clutch plates
- 2 – Pro Team HEPA Back Pack Vacuum
- 1 – Pro Team Gen 15 upright vacuum 15”
- 4 – Pro Team XP Air Movers
- 1 – Nobles Answer 2 gallon Extractor
- 1 – Hillyard CC17 Compact Touch Free Cleaning Companion with Water Recovery
- 2 – Cleaning kits (to include the following):
  - 35 gal roll around w/caddy bag
  - Complete set of hand tools
  - Dust Pan
  - Spray bottle carrier
  - Spry bottles
  - Broom
  - Dust Mop
  - Synthetic Duster
  - Mop bucket/wringer
  - Wet mop
  - Microfiber Cleaning Towels

## ADMINISTRATION BUILDING

- 1 – Nobles Speed Scrub 20” Automatic Scrubber
- 1 – Nobles Falcon 2800 22” Extractor
- 1-Nobles Speed EX Extractor
- 1 – Nobles Speed Shine Burnisher
- 1 – Nobles 20 inch Floor Machine with pad driver and Grit Stripping Brush both with clutch plates
- 1 – Nobles Typhoon Wet/Dry Vacuum
- 1 – Pro Team HEPA Back Pack Vacuum
- 1 – Pro Team Gen 15 upright vacuum 15”
- 1 – Nobles V-WA 30” Wide area Vacuum
- 4 – Pro Team XP Air Movers
- 1 – Nobles Answer 2 gallon Extractor
- 1 – Hillyard CC17 Compact Touch Free Cleaning Companion with Water Recovery
- 2 – Cleaning kits (to include the following):
  - 35 gal roll around w/caddy bag
  - Complete set of hand tools
  - Dust Pan
  - Spray bottle carrier
  - Spry bottles
  - Broom
  - Dust Mop
  - Synthetic Duster
  - Mop bucket/wringer
  - Wet mop
  - Microfiber Cleaning Towels

## TRANSPORTATION BUILDING

- 1 – Nobles Speed Scrub 20” Automatic Scrubber
- 1 – Nobles Typhoon Wet/Dry Vacuum
- 1 – Nobles 20 inch Floor Machine with pad driver and Grit Stripping Brush both with clutch plates
- 1 – Pro Team Gen 15 upright vacuum 15”
- 1 – Pro Team XP Air Movers
- 1 – Hillyard CC17 Compact Touch Free Cleaning Companion with Water Recovery
- 2 – Cleaning kits (to include the following):
  - 35 gal roll around w/caddy bag
  - Complete set of hand tools
  - Dust Pan
  - Spray bottle carrier
  - Spry bottles
  - Broom
  - Dust Mop
  - Synthetic Duster
  - Mop bucket/wringer
  - Wet mop

- Microfiber Cleaning Towels

## DeYOUNG BUILDING

- 1 – Nobles Speed Scrub 20” Automatic Scrubber
- 1 – Nobles Typhoon Wet/Dry Vacuum
- 1 – Nobles 20 inch Floor Machine with pad driver and Grit Stripping Brush both with clutch plates
- 1 – Pro Team Gen 15 upright vacuum 15”
- 1 – Pro Team XP Air Movers
- 1 – Hillyard CC17 Compact Touch Free Cleaning Companion with Water Recovery
- 2 – Cleaning kits (to include the following):
  - 35 gal roll around w/caddy bag
  - Complete set of hand tools
  - Dust Pan
  - Spray bottle carrier
  - Spry bottles
  - Broom
  - Dust Mop
  - Synthetic Duster
  - Mop bucket/wringer
  - Wet mop
  - Microfiber Cleaning Towels

As stated before this is a minimum requirement for equipment needed to provide Custodial Services to all of the above mentioned buildings. All snow removal equipment will be provided by the District.

### A.1 CLEANING AND MAINTAINING EQUIPMENT

These lists are not intended to be all inclusive but rather to provide the general guidelines. Please note the Contractor is responsible to keep all equipment in proper working order. The District will not be held responsible for equipment repairs to Contractor owned equipment. All equipment will not be removed from District buildings to go to other buildings or other Contractor clients.

1. Equipment is expected to be cleaned and properly maintained at all times.
2. Battery operated equipment should be charged after each shift. Batteries must be checked for water level weekly
3. All equipment should only be used for the purpose intended and the appropriate personal protective equipment must be worn. “The PPE will be provided by the Contractor.”
4. Equipment is not to be loaned or to be borrowed by another building without notification to the Custodial Supervisor.

### A 1.2 GENRAL GUIDELINES

In order to extend the life of the equipment, daily and weekly attention to maintenance is required. Equipment is vital to the efficient cleaning of the Facilities. All equipment should be working properly when in use and stored correctly.

These are general guidelines. Always refer to the owner's manuals for specific maintenance recommendations.

It is very important to read the operator's manual before operating any equipment you are not familiar with. Report all repairs to the Contractor's custodial supervisor immediately.

## A 1.3 EQUIPMENT CARE

### AUTOMATIC FLOOR SCRUBBERS and BATTERY CARPET EXTRACTORS

Prior to use:

- ✓ Check pads or brushes and replace if worn.
- ✓ Check to make sure that the machine is fully charged.
- ✓ Use the appropriate solution for use.

After use:

- ✓ Completely drain both tanks.
- ✓ Rinse the recovery tank thoroughly. Keep the tank open for proper ventilation and air drying.
- ✓ Clean squeegee assembly and check for wear.
- ✓ Wipe exterior of machine with a damp cloth.
- ✓ Check water level in batteries weekly and fill if needed using distilled water. Note: Gel Cell batteries do not apply; no maintenance is required.
- ✓ Ensure battery caps are tightly sealed and batteries are wiped clean of any debris or moisture
- ✓ Plug in the charger, ensuring that the charger connections to the battery terminals are tight and clean. Please make sure proper air flow for charging the batteries

### CARPET EXTRACTORS

- ✓ Inspect cord and hoses for damages.
- ✓ Completely drain both tanks.
- ✓ Rinse the recovery tank thoroughly. Keep the tank open for proper ventilation and air drying.
- ✓ Remove spray jets and rinse.
- ✓ Wipe exterior with a damp cloth.
- ✓ Inspect brushes and clean as needed.

### VACUUM CLEANERS

Properly maintained vacuum cleaners can save valuable time and labor while keeping the floors looking great. Keep your vacuum cleaner suction system void of debris and obstacles can increase the life of the vacuum's motors in turn saving money on internal parts and labor.

#### Canister & Back Pac Vacuums

- ✓ Inspect cord for any damages.
- ✓ Check collection bags for holes.
- ✓ Collection bags should be emptied as needed.

- ✓ Wipe the exterior with a damp cloth.

#### Upright Vacuums

- ✓ Inspect cord for any damages.
- ✓ Check the beater bar and clear any obstruction and wipe clean as needed.
- ✓ Check the collection bag and replace as needed.
- ✓ Check filters and air path clean-outs.
- ✓ Wipe the exterior with a damp cloth.

#### Wet Vacuums

- ✓ Inspect all cords for damages.
- ✓ Drain recovery tank and rinse thoroughly. Keep lid open for proper ventilation and air drying.
- ✓ Check filters and air path clean-outs.
- ✓ Clean squeegee assembly.

### BROOMS, WET MOPS AND MOP BUCKETS

#### Brooms

- ✓ All brooms and dusters shall be cleaned of dirt, debris and dust after each use and stored properly.

#### Wet Mops

- ✓ Proper mop maintenance can make your mops last up to 5 times longer and help you do a better job of cleaning your floors. Here are some simple steps to follow:
- ✓ When using a new mop head soak in hot water for 10 minutes prior to using and rinse thoroughly.
- ✓ Let mop wringer rinse the mop. Do not twist the wet mop in the wringer this can loosen the wet mop strands.
- ✓ Do not leave the mop in the mop water overnight, this can breed bacteria and also weaken the wet mop fibers.
- ✓ After use, clean in warm water to make sure that any chemicals that were used are rinsed out.
- ✓ After use, hang the mop to dry after cleaning, this prevents the growth of bacteria from forming on the mop. Hang wet mop heads in an inverted position, using a hook.
- ✓ Try to have a different mop head for different types of jobs especially for general use food service and hygienic areas such as restrooms and shower rooms.

#### Mop Buckets

- ✓ When using a mop for floor finish, line the bucket with a clear trash liner this will prevent build-up. Here are some simple steps to follow:
- ✓ Empty buckets after each use.
- ✓ Rinse bucket and wringer thoroughly
- ✓ Lubricate wheels as needed.

### A 1.4 EVENING CUSTODIAL RESPONSIBILITIES



Evening custodians are responsible for providing the care, cleaning and upkeep of the following in their assigned areas, floors, furniture, drinking fountains, lavatory fixtures, sinks, cabinets, chalkboards, chalk trays, glass areas showcases, wastebaskets, walls, etc. Their individual responsibilities include, but are not limited to the following:

- ✓ In adherence with the District's pandemic masks must be worn if required by the District when students and staff are in the building. "Currently there is no mask requirement for the District."
- ✓ Assigned areas and the building are to be secured according to the safe schools protocols at all times. This includes all exterior and interior doors and windows.
- ✓ During your shift, all lights, computers, appliances, etc. should be turned off when not in use.
- ✓ All hygienic areas (restrooms, locker rooms, shower rooms, drinking fountains, etc.) are to be cleaned daily with a germicidal/disinfectant cleaner.
- ✓ A proper level of supplies in the various dispensers and custodial room in their assigned area is to be maintained. All custodial closets and carts are to be kept clean and well organized.
- ✓ Report burnt out light bulbs that are not able to be repaired/replaced by the custodial team.
- ✓ Safety hazards and emergencies are to be eliminated or clearly marked to avoid possible injury and reported for immediate repair as required earlier in the RFP. Inform the Custodial Supervisor or Building Secretary via note or verbally then double check to make sure the message has been delivered and is being acted on appropriately.
- ✓ Fingerprints, smudges, heel marks and general graffiti are to be removed daily.
- ✓ Set up/break down and clean up services are to be provided for building permits and building extra-curricular activities.
- ✓ Help with snow removal during event.
- ✓ A high standard of cleanliness and sanitation in the assigned area is to be maintained by adhering to the expectations listed in the Cleaning Procedures.

## A1.5 SUPPLY REQUESTS

Each month the Custodial supervisor shall submit chemical and consumable order forms to the Facility Director's office. "Request that this is done on the 15<sup>th</sup> of each month". Supplies will then be ordered and delivered directly to the buildings. An electronic order can be placed to the Facility office as well. Orders must be reviewed and approved by the Custodial Supervisor prior to submitting to the Facility office.

It is important to keep an adequate amount of supplies available in stock without overstocking. Products are consistently being evaluated for doing tasks in the most effective way at the lowest cost. Also, cleaning products that expire may lose their effectiveness, become damaging to surfaces and/or unsafe to use. The life expectancy of each product varies. Therefore, it is critically important to rotate chemicals so the older chemicals can be used first and we should not overstock products.

### District-Approved Cleaning Chemicals and Chemical Safety

Any cleaning supplies not on the approved list or not provided by the District are **NOT** to be used. It is important to the cleaning program to standardize products and procedures throughout the District. Each product requires a current Safety Data Sheet (SDS).

Proper mixing of products is critical to the cleaning program. Diluting concentrated cleaner in the proper proportions is efficient and practical. Always read product label and follow instructions to measure the proper dilution ratios. Please refer to the Standard Dilutions Table for proper mixing of water and concentrated cleaners. This information must be posted in EVERY custodial closet.

#### Too much concentrate can:

- ✓ Damage surfaces that are being cleaned.
- ✓ Be harmful to the skin
- ✓ Create too many suds
- ✓ Waste Product.

#### Too Little concentrate can:

- ✓ Not produce the desired results.
- ✓ Waste time
- ✓ Waste energy
- ✓ Waste materials

Most general cleaning products are dispensed through a chemical dilution control system (hand held or wall-mounted). An all-purpose cleaner, glass cleaner, and a neutral disinfectant cleaner are common products used in these systems. Chemical dilution control systems accurately measure the proper dilution ratios. They eliminate the need to use a measuring device, prevent confusion and save time. The department has moved toward the use of dispensing systems for the following reasons.

- ✓ Prevent chemical exposure to the skin and eyes.
- ✓ Safer to use resulting in fewer injuries.
- ✓ Accurately measures the right mix.
- ✓ Avoids over-use of chemicals.
- ✓ Effective product performance.

When using the chemical dilution system provided by the District, Custodians must not remove the orifices' from the containers and just pour the product into any type of container as it is unsafe use of the product. The orifices provides the appropriate metering of the product and each product is metered specific to the product. If any of the dispensing stations are not in working order this must be reported to the Facility Directors office immediately so they can be repaired or replaced.

When handling any chemicals, the rules listed below should always be followed.

1. Know the chemical you are using. Do not use any chemicals from unmarked bottles. All containers must be properly labeled with the appropriate OSHA approved label
2. Always read the labels and follow the instructions.
3. Do not substitute chemicals. Many chemicals are made for specific jobs only.
4. Never mix one type of chemical with another. You can destroy the usefulness of a chemical by mixing it with other chemicals. You can also create a poisonous gas or solution that can harm you or your co-workers or others in the building.



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*Facilities Department*

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## Appendix

### E

# FORM OF CONTRACT

Created by:

Jim Robinson

Director of Facilities

Harper Creek Community Schools.

## CUSTODIAL SERVICES CONTRACT

This **CUSTODIAL SERVICES CONTRACT** (the “Contract”) is entered into as of this 30<sup>th</sup> day of April, 2022. (the “Effective Date”) by and between the **HARPER CREEK COMMUNITY SCHOOL DISTRICT**, a Michigan public school district, whose address is 7454 B Dr. North Battle Creek, MI 49014 (the “School District”) and \_\_\_\_\_, a Custodial Services Contractor whose address is \_\_\_\_\_ (the “Contractor”). The School District and the Contractor may each be referred to herein as a “Party” and collectively as the “Parties”.

### Recitals

- A. The School District issued a request for Proposals for Custodial Services dated April 1th, 2022, as amended (collectively the “RFP”), the purpose of which was to solicit proposals from qualified entities with the ability to deliver a turnkey solution to provide the custodial, cleaning and minor maintenance services for the School District’s Facilities, as well as the provisions of supplies, equipment and other services requested by the School District for the School District’s Facilities.
- B. In response to the RFP, the Contractor submitted to the School District a Proposal dated April 5, 2022 (the “Proposal”) to provide the Custodial Services contemplated by the RFP.
- C. Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract in accordance with the School District’s written acceptance of this Proposal.
- D. The Parties agree that certain terms, conditions and provisions of the RFP and the Proposal must be further clarified, and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

### **I. RESTATEMENT CONSTITUTES THE CONTRACT**

- A. **Incorporation by Reference.** The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into the Contract, the RFP, all Addenda to the RFP, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the parties during the RFP negotiation process do not correspond with the RFP and/or the Proposal.
- B. **Order of Precedence.** The Contract Documents, which area all incorporated herein by reference, include the following:
  - 1. This Contract, including all Attachments hereto;
  - 2. The RFP, and
  - 3. Contractor’s Proposal

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties; provided however (i) in the event of a conflict, the Contractor will provide the greater quantity or quality of Services; and (ii) for the avoidance of doubt, to the extent the Contractor’s Proposal contains provisions, terms or conditions that less protective of the School District than those in this Contract, those provisions are not applicable unless they are expressly accepted by the School District in writing and incorporated into the Contract.

## **II. CONTRACT DURATION AND TERMINATION**

- A. Initial Term.** The term of this Contract shall be for a period of three years commencing July 1<sup>st</sup>, 2022 and ending June 30 2025 (the “Initial Term”).
- B. Renewal Term(s).** The School District shall have the option to extend this Contract by up to two (2) additional years on a year to year basis (each a “Renewal Term”), subject to the written approval of the School District, in its sole and absolute discretion. Nothing in this Contract requires the School District to exercise its option for a Renewal Term and Contractor has no expectation of a contract beyond the Initial Term, or a Renewal Term if any are exercised.
- C. Termination for Cause by the School District.** In the event the Contractor fails, at any time, to comply with, fully perform and strictly adhere to any covenant, condition or representation contained in this Contract and the other Contract Documents, whether it be performed by the Contractor, its agents or employees, the School District shall have the right to provide written notice to the Contractor of such failure. If such failure is not cured to the School District’s satisfaction within ten (10) days from the time of receipt of such notice, the School District shall have the right to terminate this Contract, immediately without the requirement of any further written notice. Furthermore, in addition to the rights of the School District under Section III.B., if the School District must regularly request that the Contractor cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, in accordance with the terms hereof, even if each breach on its own would not be material. Notwithstanding the foregoing, if any actions or inactions of the Contractor, its agents or employees, poses a serious or imminent i) threat to the health and safety of any person, or ii) loss to any real or tangible property of the School District, the School District may terminate this Contract immediately if such default is not cured by Contractor within twenty-four (24) hours of Contractor’s receipt of written notice of such default. Furthermore, if Contractor becomes insolvent, or seeks protection of any bankruptcy court, the School District may immediately terminate this Contract.
- D. Termination for Convenience.** Notwithstanding Section II.C., above, the School District, on at least six (6) months advanced written notice to the Contractor, may terminate this Contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for Services actually performed under the Contract prior to the effective date of the termination.
- E. Effect of Termination.** If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Services not actually performed.

## **III. SCOPE OF SERVICES**

The Contractor shall perform the Custodial Services (as defined herein and may also be referred to herein as the “Services”) for those School District Facilities set forth in **Attachment A** (each a “Facility” and collectively the “Facilities”). The Services provided by the Contractor for the Facilities shall include the full scope and manner of Services as set forth in the RFP this Contract, including the responsibility of the Contractor to provide the designated labor, personnel and equipment necessary to fully perform the Services at the Facilities.

- A. Scope of Custodial Services.** The Contractor shall manage and provide the Custodial Services as described in the RFP and this Contract for the Facilities listed in **Attachment A**. The Custodial Services include the manner, scope and frequency of duties/tasks set forth in **Attachment B and B-1** of this

Contract, including those duties/tasks that may not be specifically described in this Contract, but are a component of or necessary to perform the Custodial Services (the "Custodial Services"). The Contractor agrees that it shall maintain an up-to-date checklist of all Custodial Services that must be performed for each Facility and associated area and these checklist shall be maintained in all custodial closets and attached to all custodial carts.

- B. Standards of Service.** The Contractor shall perform all Services in a professional and workmanlike manner utilizing properly trained and licensed (when legally required) personnel in accordance with the terms and conditions of this Contract. The Contractor agrees to supply and perform all Services in accordance with the terms and conditions of this Contract and shall re-perform any Services, at no additional cost or expense to the School District, that do not meet the quality standards of the School District or terms and conditions of this Contract. The Contractor expressly acknowledges that the Contractor's failure to perform the Services and maintain the level of staffing coverage set forth in this Contract and /or the quality, cleanliness and operational standards of the School District and this Contract, including Attachments hereto, shall be grounds for termination of part or all of this entire Contract by the School District. The Contractor agrees to schedule its personnel for all designated shifts to ensure all Facilities are open and operational each day and the Contractor has assigned its personnel to provide the designated coverage and perform all the required Services each day at all Facilities in accordance with this Contract, even if the School District has a "calamity" day or if the School District is no a scheduled break.
- C. Services during Scheduled Breaks and Summer Vacation.** The performance of Services during the School District's scheduled breaks and summer vacation is required under this Contract and must be coordinated with the School District Facility Director. The Contractor's schedule and duties during scheduled breaks and summer vacation must not be altered and also must be developed with the goal of minimizing interference with any scheduled instructional or extra-curricular activities, or with contracted work being performed by others. The Contractor may utilize "team cleaning" during any scheduled breaks and the summer vacation to address the School District's Facility usage and energy conservation initiatives, provided the School District Facility Director is notified in advance, and father provided the team cleaning does not render a Facility without all coverages unless agreed upon in writing by the School Districts Facility Director. In any event, the Contractor shall not modify or reduce its staffing plan, scheduled coverage hours and/or levels of service from that provided for in this Contract unless otherwise consented to by the School District in writing.
- D. Snow Removal Services.** For those Facilities listed in Attachment A where the Contractor shall be responsible for all routine snow and ice removal from, and application of salt/ice melt to, all entrances of , and walkways and sidewalks adjacent to, and entrances of the Facilities and for those other areas listed/identified in Attachment B. The Contractor agrees that if weather conditions require, Contractor will ensure all necessary personnel are available to clear all snow and apply salt/ice melt prior to the start of school and will also have personnel properly staffed for all regularly schedule shifts throughout the day. When snow continues to fall, it is expected that Contractor personnel will re-clear the designated areas as needed to assure maximum safety for visitors/users of the Facilities. All necessary salt/ice melt will be procured with Section VI. A of this Contract.
- E. Emergency Services.** The Contractor agrees to respond to any emergency requests made necessary by rain, plumbing failure, mechanical failures, leaks, accidents or as otherwise requested by the School District; 24 hours per day, 7 days per week, 365 days per year. Any Services of this nature must be pre-approved by the School Districts Facility Director or other designated administrator on-call. Any additional charges for these Services shall be in accordance with the Emergency Rate set forth in Attachment C of this Contract. The Contractor will be expected to answer any after-hours security calls and to respond to "after hours" issues at the Facilities during designated periods. The Contractor shall notify the School District Facility Director immediately when it receives after-hours security calls and all responses to after-hours issues Monday through Friday shall be at no additional charge to the School District. If such response is due to the acts or omissions of the Contractor or its employees or agents, there

shall be no additional charges to the School District. Any invoice for these Services must include the Facility, date, area(s) affected, scope of work performed, hours expended by contract personnel, and name of person authorizing the work.

**F. Holiday Services.** The Contractor is not required to provide Services on the holidays listed below; however, Contractor employees and work crews must be scheduled in such a way as to ensure that all Facilities are clean and ready to open the next business day. If work is requested by the School District Facility Director for an observed holiday listed below, the Contractor may charge the School District for these Services at the Holiday Rate provide in Attachment C of this Contract. Except for those holidays listed below, the Contractor will be required to provide the Services in all School District Facilities during all break periods at no additional charge. If an observed holiday falls on a weekend or other day in which school is in session, the Parties agree to negotiate a mutually agreeable alternative day to observe the respective holiday. The observed holidays are as follows:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day& Day after Thanksgiving.	
New Year's Eve	Christmas Day	Christmas Eve.

**G. Weekend Services.** The Contact Price does not include any staffing on weekends during the Initial Term, and Renewal Term(s) if exercised. If the School District requests coverage at any Facility on Saturdays and/or Sundays, the Contractor may charge the School District for such Weekend Services at the Weekend Rate set forth in Attachment C.

#### **IV. CONTRACTOR PERSONNEL**

**A. Management Personnel.** The Contractor shall provide the personnel necessary for the efficient management of the Services consistent with the Contractor's Staffing Plan and attached hereto as Attachment D. The Contract Manager will act as the Contractor's representative for the Contractor's day-to-day performance of the Services and will be the direct point-of-contact with the School Districts Facility Director on a daily basis regarding the performance of the Services. The Contractor shall provide the School District Facility Director with a list of all other Management Personnel including the number for the Contractor-provided cellular telephone where Management Personnel may be reached at all times in the event the Contractor Manage is unavailable. The Contract Manager will be the individual called from the School District's security phone. Once assigned to work under the Contract, the Contractor must provide written notification to the School District Facility Director if the Contractor Manage is replaced or removed from working under this Contract by the Contractor. The Contractor Manage, or the Contractor's designated alternate, will be required to answer each call from the School District's Facility Director within thirty (30) minutes of the time the call is placed and failure to answer call within said thirty (30) minutes will be considered non-compliance and will be subject to a Deduction under Section XII of this Contract. Furthermore, the Contractor Manager must:

1. Be authorized by the Contractor to act as the Contractor's agent in all communications with the School District Facility Director.
2. Have full authority from the Contractor to schedule working hours, Facility staff assignments and cleaning/custodial schedules.
3. Be able to inspect Facilities at times other than during normal working hours as necessary, and must respond to security calls for doors not being secured etc.

**B. Service Personnel.** It is the Contractor's responsibility to maintain the standard of cleanliness, appearance and operational functions of the Facilities specified in this Contract. Accordingly, it is the responsibility of the Contractor to provide sufficient personnel in the amounts set forth in Contractor's staffing plan attached hereto and incorporated herein by reference as Attachment D, including substitute

employees to ensure all scheduled shifts are fully covered, who are properly trained and licensed (when legally required) to ensure that the requirements and standards are met and that each Facility is effectively cleaned, maintained and operational on a daily basis in accordance with the terms and conditions of this Contract. The Contractor agrees to require its service personnel to be responsible for their designated area to ensure it is cleaned daily as required under this Contract. The Contractor shall provide all employees (both regular and substitutes) and agents it deems necessary for the efficient provision of the Services; provided that the quantity of Contractor personnel shall at all times be, at a minimum, equal to the amount of personnel set forth in Contractor's Staffing Plan, and further provided that the following coverage parameters are maintained at all times:

1. The Services shall be provided twelve (12) months each year at all Facilities.
2. All Contractor employees and agents are staffed so that all Facilities are staffed to perform all Services and accommodate all daily weekday without delay or obstruction in accordance with the Contractor's Staffing Plan attached hereto and incorporated herein by reference as **Attachment D**, provided that, at a minimum, each Facility has coverage during the times mutually agreed to by the Parties and provided to the School District in writing, unless the Contractor receives the prior written consent of the School District Facility Director.
3. All Facilities used for daily, after-school or weekend activities or events (including all curricular, extra-curricular, athletic, rental/outside activities and events) are cleaned and prepared, and activities or events are set up and broken down, at or before the scheduled times identified by the School District.
4. All necessary efforts are made to ensure that the routine cleaning of, or performance of Services for, the Facilities do not interfere with any scheduled activity/event in a Facility.
5. All Facilities are cleaned, prepared and operational prior to the beginning of each school day.
6. All Summer Cleaning tasks/duties are performed, and during the summer months. The Contractor agrees to modify its coverage schedules for certain Facilities in order to cooperate with the School District's energy conservation policies and practices, under which certain Facilities are open for limited hours or closed, during portions of the Summer Months.

**C. Compensation of Contractor Personnel.** The Contractor shall be responsible for all salaries, wages, benefits (including health/medical insurance), payroll and other taxes, fees, and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, worker's compensation premiums and all similar taxes and payments), attributable to each Contractor employee or agent.

**D. Scheduling and General Coverage of Services.** The Contractor agrees to perform the Services set forth in this Contract during the coverage hours set forth herein or otherwise approved by the School District Facility Director in writing. The Contractor agrees to **NOT** modify the coverage hours detailed in Section IV.B.2 and **Attachment D** for the Services without the prior written consent of the School District Facility Director. The Contractor shall schedule, assign duties for, and make appropriate Facility assignments for its employees and agents to promote flexibility in the cleaning and maintenance functions and performance of the Services to ensure the unimpeded delivery of the instructional and extra-curricular programs and general operations of the School District. Furthermore, the Contractor's schedules and assignments of responsibilities and duties shall be structured in a manner which allows the same to be shifted (flexed) to accommodate the daily changing needs of the School District Facilities. The Contractor shall provide an organization chart showing lines of communication, as well as copies of the Facility assignments to the School District Facility Director so that the School District's administration, staff and personnel may be adequately informed of the schedules and assignments for both operational and safety purposes. If any Contractor employee Facility assignments and/or duties are modified by the Contractor, the Contractor shall immediately inform the School District Facility Director via electronic mail, and the Contractor shall provide copies of the updated organizational chart,



work schedules, duties and/or Facility assignments to the School District Facility Director within three (3) business days of such modification.

- E. Substitute Scheduling.** It is expected that the Contractor will provide coverage to perform all Services in accordance with the terms and conditions of this Contract. Accordingly, the Contractor should maintain a pool of trained, licensed (as required under this Contract or where otherwise legally required) and qualified substitutes with the required fingerprinting and criminal background checks, available on short notice, to ensure that the Facilities are adequately staffed by Contractor in order to perform the Services without any lapses in coverage. For example, if the absence of a Contractor employee or agent renders a designated shift a Facility without coverage, the Contractor must provide substitute coverage to accommodate the lapse in coverage created by such absence or be subject to the applicable Contract Price adjustment as set forth in Section XIII.B.9 of this Contract. Moreover, the Contractor agrees that its Management Personnel are intended to provide necessary supervisory/management functions for the Services and they will not be sued to fill staffing shift vacancies and the Contractor further agrees that if Management Personnel are used to fill staffing vacancies, Contractor may be subject to the applicable Contract Price adjustment as set forth in Section XIII.B.9 of this Contract. The Contractor shall be responsible for all costs and expenses (including compensation) for all substitute employees or personnel required by the Contractor to perform the Services as part of the Contract price. For safety and Facility operational purposes, the Contractor is required to promptly inform respective Facility administrators and the School District Facility Director via e-mail on the affected day when there will be a change of Contractor employees due to absenteeism or if the Contractor personnel will be unable to fill a designated shift. If the Contractor Manage is unavailable under the Contract, the Contractor shall immediately inform the School District Facility Director of the absence and how the Contractor will ensure completion of the respective duties and work. Additionally, Contractor agrees to encourage its personnel to use allotted vacation time during non-student days and if this occurs, the Contractor will not be required to fill substitutes for these shifts provided that no Facility is left without any staff and that all break specifications are completed and/or each Facility is ready for the next school day.
- F. Designation of Contractor Personnel.** The Contractor acknowledges and agrees that it is of the utmost importance to the School District to maintain stability and continuity of the Services and positions within the School District and the Contractor agrees to maintain stability in its workforce throughout the Initial Term and any Renewal Terms of this Contract. However, upon 30-day notice, the Scholl District may request replacement of Contractor personnel.

## **V. PRICING AND PAYMENT TERMS**

- A. Contract Price.** The Contractor shall perform all Services for the annual sum of \_\_\_\_\_ set as set forth on the Contractor's Pricing Form. (The "Contract Price") for the Initial Term, attached hereto and incorporated herein by reference as **Attachment C** (the "Pricing Form"). The Contract Price includes all costs and expenses for the Services for Monday through Friday staffing coverage at all Facilities, and snow removal services shall be available 7 days a week to ensure all Facilities are opened at their scheduled times (provided that required snow removal on weekends will be through the use of Weekend Service hours.) The Contract Price shall remain firm for each year of the Initial Term and shall not be increased. Additionally, the Contractor agrees to convene at least every six (6) months with representatives of the School District, for the purpose of evaluating the efficiency of the performance of this Contract, so that further efficiencies may be uncovered an implemented into the Contract. As part of this process, the Contractor agrees to pass along any savings to the School Board.
- B. Additional Services.** If the Contractor is requested by the School District to perform any Emergency Services (see Section III.E), Holiday Services (see section III.F.), Weekend Services (see Section III.G.), or any other services which are outside the scope of the Services set forth in this Contract (collectively the

“Additional Services”), the Contract must receive prior written approval from the School District Facility Director before rendering or invoicing for such Additional Services. Any Additional Services which are not specifically addressed in this Contract shall be charged at the respective rate set forth below or based upon a mutually negotiated price agreed upon in writing prior to the commencement of such Additional Services. If the School District requests, in writing, that the Contractor perform Additional Services, the Contractor may charge the School District at the rates set forth in **Attachment C**.

**C. Invoicing.** The Contractor shall invoice the School District as follows:

1. **Contract Price Invoicing.** Contractor shall invoice the School District for the Contract Price in monthly installments on a once-per-month basis for all Services rendered under the Contract and the invoice shall be itemized on a Facility-by-Facility basis. Monthly invoices shall itemize charges for labor (including a reconciliation of hours actually worked as compared to that required under **Attachment D**, equipment, and any additional charges, if applicable, for each Facility. For all staffing hours missed and not filled with appropriate substitute staffing, the Contractor shall reduce the monthly invoice in accordance with Section XIII.B.9 of this Contract. Invoices shall be submitted to Jim Robinson, Director of Facilities Harper Creek Community Schools, 7454 B Dr. North Battle Creek, MI 49014.
2. **Additional Service Charges.** Invoices for approved Additional Services shall include the date and times of the Additional Services were completed, the name of the Facility, the type of Additional Services performed and the number of hours (or ¼ hour fraction thereof) worked. Invoices for Additional Services shall be separate from the Contract Price invoice but shall be sent to the School District together with Contract Price invoice. Charges for these Additional Services shall be in accordance with rates set forth above.
3. **Charges for Services Not Performed.** The School District shall not be charged nor liable for payment for any Services not performed. Moreover, if the Contractor fails to perform the required Services or provide the number of personnel as set forth in the Contractor’s Staffing Plan, the Contract Price, and the amount owed by the School District shall be adjusted on a Pro-rata daily or other equitable basis.

**D. Payments.** Payments of undisputed amounts in each invoice shall be made within forty-five (45) days of receipt of the invoice. The School District will issue one (1) payment per month. Disputes regarding amounts contained in any invoice will be communicated to the Contractor Manager by the School District Facility Director in writing within fifteen (15) days of receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to the School District’s satisfaction within ten (10) business days prior to payment due date. The School District will not be assessed any late payment penalties, fines, or charges for disputed amounts not timely paid due to Contractor’s failure to timely resolve the matter as set forth above.

**E. Rate Adjustment.** Adjustments to the Contract Price for the Services or rates for the Additional Services beginning with the first Renewal Term, if exercised, will be effective July 1 of that contract year. The rates for the first Renewal Term, if exercised by the School District, shall be determined by adjusting the rates for the third year of the Initial Term by the lesser of: i) the percentage increase or decrease, if any, between the index number, as established by the Consumer Price Index, All Items, for the Calhoun County Area, published by the United States Department of Labor, Bureau of Labor Statistics for the prior calendar year; or ii) two percent (2%). The rates for any subsequent Renewal Term(s) or extensions of the Contract shall be determined by the above formula. Rates may not otherwise be modified unless upon the mutual written agreement of the Parties.

**F. Rate Reductions.** If the School District reduces the level of Services by more than 5,000 square feet, the Contract Price will be reduced proportionately (on an FTE equivalent basis or other pro-rata basis mutually agreed to by both Parties in writing) to account for all aspects of reduced level of Services. Furthermore, the School District reserves the right to reduce the frequency or scope of the Services. Such reductions shall be agreed upon by both Parties in writing.

- G. Rate Modifications for School Closures or Modifications in Level of Services.** The School District reserves the right to reduce/increase the frequency or scope of the Services at any or all Facilities during the Initial Term, or Renew Term(s), if any, of this Contract. If the School District reduces/increases the level of Services due to, by way of example and not limitation, a change in level of school operations that require a modification to the Services, a Facility closure (including partial closure), or the closure, modification or cessation of school operations, such reduction/increase will be communicated to the Contractor in writing and from the effective date of such modification, the Contract Price will be adjusted proportionately (on an FTE equivalent basis or other pro-rata basis mutually agreed to by both Parties in writing) to account for all aspects of the modified level of Services.
- H. Rates for Alteration of School District Facilities.** In accordance with Contractor's Pricing Form, the amount per square foot set forth in Contractor's Pricing Form will be utilized to develop the increase or decrease in the Contract Price to account of the modified scope of Facilities and Services required by the School District. The Parties agree to negotiate in good faith to develop a mutually agreeable increase or decrease to the Contract Price when the number of Facilities is modified.
- I. Services and Pricing Audits.** The Contractor acknowledges and agrees that the Contract Price and scope of Services are based upon the Contractor's representations to the School District that the Contractor personnel will be staffed in accordance with **Attachment D** and all Contractor personnel will be paid by Contractor at the level of wages and fringe benefits set forth in **Attachment D**. The Contractor further acknowledges and agrees that these staffing and wage components of Contractor's Proposal, as clarified during the RFP process, were material components of the School District's engagement of the Contractor and the School District's initiatives to ensure the Contractors Services have a positive impact on the School District's educational and Facility operations. In order to ensure that he Contractor maintains compliance with these staffing and wage components. The Contractor shall submit to the School District with each regular monthly invoice, and as otherwise requested by the School District, a copy of all payrolls, accompanied by a signed & notarized "Statement of Compliance" indicating that the payrolls are correct and completed and that each Contractor personnel has been paid not less than the designated wage rate for the work performed as set forth in **Attachment D**. If it is determined that the Contractor has failed to comply with these staffing and wage components of this Contract, in addition to any other charges or deductions authorized by this Contract, the Contractor shall promptly reimburse the School District the difference between the actual wage and the designated wage (as weighted to include all charges for taxes and benefits, etc.) or value of benefits not paid by Contractor for all Services performed, or credit or reimburse the School District for Services (shifts) not performed.

## **VI. SUPPLIES AND EQUIPMENT**

- A. Consumable Supplies.** All consumable supplies and materials (e.g., paper towel, toilet paper, trash liners, soap, sanitary products, tissue, air fresheners, salt/ice melt) (The "Consumable Supplies") necessary for the provision of the Services in accordance with the terms and conditions of this RFP and the Contract will be procured through a School District-approved supplier. All Consumable Supplies used to perform the Services must be approved by the School District. All invoices for approved Consumable Supplies will be paid directly by the School District. All costs and expenses for excessive quantities of Consumable Supplies that are used by the Contractor shall be reimbursed by the Contractor. If the Contractor requests any product deviation from the School District-approved Consumable Supplies, the Contractor must prove to the School District Facility Director that the alternate supply meets or exceeds the School District's current specifications. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the School District Facility Director. The Contractor shall continue the School District's "green cleaning" initiatives. The Contractor shall be responsible to procure any necessary fuel/oil for any snow blowers used to perform services.

- B. Cleaning Chemistry Supplies and Laundry.** All cleaning supplies, materials and laundry (e.g., mops, buckets, brooms, brushes, dusters, pads, chemicals and solutions ) (the “Cleaning Supplies”) necessary for the provision of the Services in accordance with the terms and conditions of this RFP and the Contract shall and will be procured through a School District-approved supplier by the School District. All invoices for Custodial Supplies will be paid directly by the School District. All costs and expenses for excessive quantities of Cleaning Supplies that are used by the Contractor shall be reimbursed by the Contractor. If the Contractor requests any product deviation from School District-approved Cleaning Supplies, the Contractor must prove to the School District Facility Director that the alternate supply meets or exceeds the School District’s current specifications. All disinfectants used by the Contractor must meet all applicable EPA and CDC guidelines. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the School Districts Facility Director. The Contractor shall continue the School District’s “green cleaning” and enhanced safety and cleaning initiatives.
- C. Equipment.** It is the intent of this Contract that the Contractor purchase all new equipment for the Custodial Services, this would include hand tools and small equipment required to provide the proper Custodial Services to the District. All equipment **must** be new and must remain in working at all times. Minimum Equipment requirements are presented in Attachment E of this document. Any substitutions must be agreed to in writing the School Districts Facility Director. If Equipment is not in working order in will be required to have a temporary unit put into service in its place until the existing unit can be repaired or replaced. The Contractor is responsible for all maintenance and up keep of all equipment, this is to include any and all preventive maintenance tasks required for equipment.

## **VII. COMPLIANCE WITH LAWS AND SCHOOL DISTRICTS POLICIES.**

- A. Compliance with Laws.** While performing the Services or while in or on the Facilities, the Contractor and its employees and agents shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including all licensing and permitting requirements applicable to providing the Services required under the Contract, including, but not limited to, pesticide applicator license, pool operator’s license, drivers’ licenses, etc. The Contractor, including all employees and agents, shall perform all Services in accordance with all applicable State and local licensing laws including, but not limited to: the Electrical Administrative Act, PA 217 of 1956, as amended; the Forbes Mechanical Contractors Act, PA 192 of 1984, as amended; the State Plumbing Act, PA 733 of 2002; the Boiler Act, PA 290 of 1965, as amended; and the Elevator Safety Act, PA 227 o 1967. The School District shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor to comply with any and all applicable federal, state or local laws, rules, regulations and ordinances. The Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal, state and local laws, rules, ordinances, policies and regulations and licensing and permitting requirements, applicable to providing the Services. The Contractor shall indemnify, defend and hold the School District harmless from any liability arising from Contractor’s failure to so comply.
- B. Compliance with School District Policies.** While performing the Services or while in or on the Facilities, the Contractor, its employees and agents shall be responsible for knowing and shall be subject to, and adhere to, all the rules, regulations, policies and procedures of the School District. These include, but are not limited to, all policies concerning the use of the Facilities and appropriate behavior of persons in the Facilities, such as the prohibitions of sexual harassment or the use or possession of tobacco or alcohol or any other controlled substance.
- C. Fingerprinting and Criminal Background Checks.** The Contractor acknowledges and agrees that in accordance with Michigan Public Act 84 of 2006, as amended, the Contractor shall be required to have all on-site personnel such as managers, clerical staff, custodial/cleaning staff (including substitutes), as

well as any and all of its agents, employees or representatives who will regularly and continuously be on any School District premises to carry out the Services contemplated by the Contract Documents, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract. These criminal background checks must be completed through the School District by having all applicable Contractor personnel present themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal background checks, as directed by the School District, or if permitted by law, having said Contractor personnel provide written notification to the School District that said individual has previously completed fingerprinting and a criminal background check as a Contractor employee or agent in connection with contracting or school academy or nonpublic school (each an "Agency") and indicating that the individual consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If such transfer is not permissible under applicable law, the Contractor acknowledges and agrees that he Contractor personnel will be required to undergo the full fingerprinting and background check process. If Contractor wishes to receive a copy of any report that may be provided to the Contractor under applicable law, it shall have the Contractor employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report at the time fingerprinting and background checks are initiated. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the School District that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including but not limited to, requiring all its personnel to report to the School District within three (3) business days and when any of its agents, employees or representatives who will regularly and continuously be on the School District's premises to carry out the Services contemplated by the Contract Documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the School District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys' fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's (or its employees' or agents') failure to comply with the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall supply all necessary data and information, as requested by the School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel." The Contractor acknowledges and agrees that all background checks must be completed through the School District and the School District will not accept any background checks conducted through the Contractor.

- D. OSHA Compliance.** All Services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable State and Federal requirements, including but not limited to, the Federal and State Occupational Safety and Health Acts. If the School District or Contractor is/are fined for any such violations, the Contractor shall be liable for all costs and expenses associated with responding to, or paying, any such non-compliance issues or fines.
- E. Nondiscrimination in Employment.** The Contractor shall comply with all Federal and State laws pertaining to Equal Employment Opportunity and Affirmative Action requirements and all subsequent amendments thereto and applicable orders.

## **VIII. INUSURANCE, INDEMNIFICATION AND DAMAGE TO PROPERTY**

**A. Insurance Requirements.** The Contractor shall maintain the following insurance in force at all times during the Initial Term, and any Renewal Term(s), of the Contract, with an “A” rated Best insurance carrier acceptable to the School District. The Contractor shall not commence any Services under the Contract until the Contractor has obtained all insurances stated in these requirements, all insurances have been reviewed and approved by the School District and the Certificates of Insurance have been provided to the School District. All policies must be endorsed to require the insurance carrier to notify the School District and the Contractor at least thirty (30) days prior to the expiration, termination or material change of such insurance coverage. The School District shall be named as additional insured for the minimum limits listed below and these coverages and limits are to be considered minimum requirements under this Contract and shall in no way limit the liability or obligations of the Contractor under any other provision of this Contract.

<b><u>Policy Type</u></b>	<b><u>Minimum Limits</u></b>
<b>Workers Compensation</b>	<b>Statutory</b>
<b>Commercial General Liability*</b>	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Products-Comp/Op Agg.	\$1,000,000 each occurrence
<b>Commercial Automobile Liability</b>	
Bodily Injury	\$1,000,000 each person. \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence \$1,000,000 each occurrence
<b>Excess Umbrella Liability</b>	\$5,000,000 each occurrence
<b>Employers Liability</b>	\$1,000,000 each occurrence

\*Note: Commercial General Liability to include: “Contractual Obligations” coverage and Negligent Hiring Coverage.

**B. General Indemnification.** Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, and liabilities, including actual attorney’s fees and actual expert witness fees arising out of or related to Contractor’s performance of the Services pursuant to this Contract and/or from Contractor’s violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors, subcontractors and agents; (ii) any breach of the terms of this Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors, subcontractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the Services; or (iv) any breach or any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors, and agents under the Contract. The Contractor shall notify the School District by certified

mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration of the earlier termination of this Contract.

**C Environmental Indemnification.** Throughout the Initial Term, or any Renewal Term of this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any applicable law or regulation. Without limiting any other provisions of this Contract or the other Contract Documents, Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against all liabilities, claims, losses, cost and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from or related to (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or the Services in or about any School District property by Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. 121 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. 6901 et seq.) (RCRA"), Safe Drinking Water Act (42 U.S.C. 300f-j-26), Toxic Substances Control Act (15 U.S.C. 2601 et seq.), Clean Air Act (42 U.S.C. 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 et seq. ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing whether such substances is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.

**D Repairs to Property Damage.** Damage to any School District Facilities or properties caused by the Contractor, its agents or employees shall be repaired so that Facilities or properties are in as good condition as before entering into the Contract. All repairs shall be accomplished at no cost to the School District.

## **IX. FACILITIES ISSUES**

**A. Facility Security.** Exterior doors and gates are to be unlocked and locked at the times specified by the School District Facility Director. Contractor is responsible, to the extent set forth in this paragraph, for the security of each Facility during the cleaning operations. Contractors shall secure each Facility at the end of each shift (secure all doors, turn off all but designated lights, turn off ceiling fans, and close all windows, secure equipment rooms and storage buildings). Office, classroom, storage buildings and other doors are to be unlocked or opened only during the time that cleaning is actually being done or those are in use by Contractor and all are to be re-locked as soon as the Services have been completed. For the safety of students and the public at large, storage buildings, maintenance equipment rooms and custodial closet doors are to be kept shut and locked when not in use.

**B. Keys and Key Fobs/Cards.** Keys and key fobs/cards to the Facilities will be supplied by the School District to the Contractor Manager. All keys will be issued to, and must be signed out by, The Contractor's Manager. The School District will provide the Contractor manager with appropriate keys for all Facilities. At no time shall Contractor or its employees or agents make copies of any keys or key fobs/cards issued by the School District; if additional keys or key fobs/cards are needed, the Contractor Manager must submit a request to the School District Facility Director. There will be a \$50.00 charge for the replacement of any lost or stolen key or key fob/card and a \$25.00 charge to re-issue entrance keys to a new Contractor Manager. The School District reserves the right to inventory the keys and key fobs/cards issued to Contractor at any time. All lost keys assigned to Contractor or to any of Contractor's employees or agents, (whether interior or exterior keys), must be reported, to the School Districts Facility Director within 24 hours of discovery of the loss. If the School District must re-key any locks due to the Contractor's breach of this provision, the cost will be deducted from the monthly payment. Contractor is prohibited from lending School District keys or key fobs/cards to anyone. Contractor and its employees and agents are also prohibited from leaving key rings/fobs in janitor closets or from lying on carts or equipment, or otherwise out of their possession. Each instance of School District-observed noncompliance will result in non-compliance deduction of \$50.00. All keys assigned to Contractor Manager and/or Contractor employees or agents shall be returned to the School District Facility Director when his/her services in the assigned Facility end. All keys shall be returned to the School District Facility Director at the expiration or earlier termination of this Contract. Keys and key fobs/cards shall not be traded between Contractor employees or agents, nor forwarded to new employees; instead, the keys must be returned to the School District Facility Director to be re-issued to Contractor.

**C. Quality Control Inspections and Meetings.**

- 1. Inspections.** The Contractor agrees to perform quality control inspections on a regular basis and make such inspection reports available to the School District upon request. The Contractor Manager, the School District Facility and other personnel as deemed appropriate by the School District Facility Director will perform periodic **full building** inspections of each Facility to: (1) ensure tasks are completed according to the cleaning frequency requirements, maintenance and repair requirements. (2) Ensure that the quality of the Services are satisfactory, and (3) to ensure Contractor's compliance with other terms of this Contract. These inspections will be conducted at least once per month in each Facility, however, the School District Superintendent, the School District Facility Director and/or respective Faculty administrator may also periodically inspect the Facilities, which deficiencies and all unsatisfactory performance will be reported to the Contractor Manager by the School District Facility Director. In addition, an inspection of all Facilities will be conducted prior to each school year. An inspection may also be conducted in conjunction with the School District's insurance carrier during the term of this Contract. These requirements are not intended to limit Contractor's responsibility to inspect or control its own work, nor does it limit the School District's right to inspect any Facility at any time. The Contractor Manager will use the required inspection forms or pre-printed forms provided to the Contractor by the School District or forms mutually agreed upon between the School District and the Contractor. Upon completion of each inspection, Contractor will provide a copy of the inspection to the School District Facility Administrator that was present during the inspection before leaving the Facility. Additionally, the Contractor shall provide the School District Facility Director and the respective building administrator with copies of the quality check reports via-email on a monthly basis. Contractor will be granted a reasonable time to correct the deficiencies. Where it is necessary, in the School District Facility Director's opinion, to correct unsatisfactory performance to conduct activities and events in a clean and safe environment not, the School District shall give written notice to Contractor and Contractor shall have two (2) days to correct any unsatisfactory performance, and if not corrected by Contractor, all reasonable costs



incurred by the School District to correct the deficiencies will be deducted from the monthly Contract Price invoice payment to Contractor. Additionally, the Contractor will be required to make a presentation to the School District's Board of Education at least three (3) times per school year addressing various key performance indicators, issues and metrics.

2. **Meetings.** The Parties agree to meet and discuss, on at least a bi-weekly basis to address the performance of the Services, any issues, problems or other matters related to the provision of the Services, and prioritization of existing issues and work orders. Either Party may request a special meeting by notifying the designated representative of the other Party. The Parties agree that as part of these meetings, if any efficiencies in the performance of this Contract are uncovered, the Parties will work to implement them into the Contract.

**D. Manufacturer's Recommendations.** Contractor shall ensure that all applicable supplies, materials and equipment manufacturers' recommendations on cleaning and maintenance are followed. Some examples include wood floor care in gyms, new furniture cleaning, and equipment maintenance, etc.

**E. Energy Conservation.** Every effort shall be made to conserve energy whenever possible as Contractor is performing the Services. Only areas in use shall have lights on and doors and windows shall remain closed whenever the heating or cooling systems are operating. The Contractor shall not adjust or otherwise modify any School District energy/utility systems and shall ensure its employees and agents comply with the School District energy policies or directives.

**F. School Closings.** Contractor is required to work on all "calamity days" and certain activities and events may take place (e g, athletic events). In addition to snow removal around the Facility entrances, Contractor must perform those other tasks as are necessary to ensure each Facility is cleaned and prepared for the events and activities taking place and for the next school day.

**G. Renovations to Facilities.** During times of any construction, the School District Facility Director may request Contractor to re-assign the work normally performed in the areas affected by such construction/renovation.

**H. Asbestos.** Like many older schools, the School District's Facilities include some asbestos containing building materials. Some of the most common locations include old floor tile, old HVAC pipe wrap, some old ceiling tile, and some old glue holding chalkboards to classroom walls. Each Facility has, and the School District Facility Director has a copy of the School District's asbestos management plan for each school. These are available for public inspection. All of the Contractor's employees assigned to the School District should familiarize themselves with the various sources of asbestos in the Facilities to which they are assigned. Some of the asbestos management restrictions are as follows:

1. Do not remove or otherwise disturb asbestos wrapped pipes.
2. Do not grind or remove any asbestos containing floor tile.
3. Do not disturb asbestos containing ceiling tile.
4. Do not remove chalkboards without the School District's Facility Directors' pre-approval, for some of these have asbestos glue?
5. Do not disturb any other asbestos.

## **X. RECORD KEEPING AND SAFETY ISSUES.**

- A. Safety Data Sheets.** In accordance with applicable laws, before bringing any new chemicals onto a Facility, the Contractor must provide one copy of the Safety Data Sheets (“SDS”) to the School District Facility Director. The Contractor must maintain a complete and up-to-date inventory of SDS for all chemicals used in each Facility. This inventory must be stored in two duplicate notebooks labeled “SDS”, one stored in the main office of the Facility and the other stored in the appropriate custodial office area. In addition, a master SDS Notebook with a section for each Facility in the School District must be provided to and kept current for the School District’s Operations Department office. The SDS notebook must also include Michigan’s Right-To-Know procedures.
- B. Injuries to Contractor Personnel.** The Contractor shall be responsible and liable for the safety, injury and health of its personnel while its employees and agents are performing the Services for the School District.
- C. Procedures.** The Contractor should maintain, in each Facility, a Procedures Manual specific for that Facility which may include the following:
1. Emergency and safety procedures.
  2. Contractor’s standard policies and procedures.
  3. List of Contractor personnel assigned to the Facility.
- D. Other Record Keeping.** The Contractor shall report, in writing, any damage that occurs as a result of one or more of the Contractor’s employees or agents. The Contractor shall inform the applicable Facility Administrator and the School District Facility Director of any vandalism, evidence of attempts to force entry, and all other damages to persons or property at any Facility. The Contractor’s employees and agents shall report, in writing, any items that require maintenance or repair that are discovered during the Initial Term or any Renewal Term(s) of the Contract.
- E. Contractor Personnel Expectations.** All Contractor’s employees and agents are to present themselves in an appropriate manner and attire consistent with the terms and conditions of this Contract. The Contractor must have safety procedures in place for its employees and agents while performing the Services. For example, it is anticipated that such procedures should address the following:
1. Prohibit custodial closets, mechanical rooms or maintenance facilities to stand open and unattended.
  2. Prohibit Contractor employees or agents from congregating or having food/drink in unauthorized areas.
  3. Prohibit Contractor employees or agents from copying distributing or loaning any key or key fob/card to School District Facilities.
  4. Prohibit Contractor employees or agents from disturbing papers on desks, opening drawers or cabinets, using telephones or computers or tampering with personal property owned by the School District or its employees, students or occupants.
  5. Prohibit custodial products and/or equipment/supplies to remain unattended.
  6. Prohibit leaving custodial carts unattended in corridors for more than a few minutes (for safety, security, and aesthetic reasons).
  7. Prohibit leaving any vehicle or machine/equipment unattended that is not properly disabled/secured.
  8. Prohibit leaving lights on or doors open in unattended sections.
  9. Prohibit the playing of radios, or other similar devices, at a volume that is audible in other areas of a Facility.

10. Prohibit the use of School District or Contractor equipment that is not required to perform duties or Services.
11. Prohibit the transport of any School District-owned equipment or supplies to another School District Facility without the prior express written permission of the School District Facility Director.
12. Prohibit visitors, spouses or children of the Contractor's employees or agents in any Facilities during working hours unless they are bona fide employees of the Contractor, they receive prior approval from the School District Facility Director or are bona fide students of the School District.

**F. Uniforms and ID badges.** For safety reasons, at all times while performing the Services, all Contractor employees and agents are required to wear attire/uniforms that are agreed upon by Contractor and School District in writing. Uniforms shall be provided by Contractor or its employees or agents at no cost to the School District. Furthermore, at all times while on or in the Facilities to perform the Services, all Contractor employees shall wear a Contractor-issued identification badge for security purposes. All identification badges must include a picture and name of the individual, be worn above the waist, and be clearly visible at all times for safety purposes.

**G. Personal Protection Equipment & Training Requirements.** The Contractor shall provide all necessary personal protection equipment ("PPE") necessary to perform the Services and be in compliance with all Federal, State and Local laws, rules, regulations, orders, or ordinances, as well as such PPE used must comply with all School District policies, procedures or plans. All Contractor employees and agents performing any Services shall be properly trained to following all School District protocol regarding safety and in the use of PPE and duties and functions they are performing to ensure they are performed in accordance with the terms and conditions of this Contract and with all applicable laws. The Contractor shall also provide orientation/training on all School District protocol, policies and procedures. The Contractor must show proof that it has provided blood-borne pathogen training and sexual harassment prevention training to its employees and agents as required by applicable codes and laws.

**H. Communication.** Effective communication between the Contractor and the School District is necessary for effective delivery of the Services across all Facilities. Accordingly, it will be necessary for the Contractor Manager to maintain regular and open communication with the School District Facility Director, School District Administration, as well as the respective Facility administrators. Furthermore, it is expected that it may be necessary for respective Facility administrators to communicate emergency work orders/tasks to other Contractor employees or agents in order to maintain safety and operational functions of the Facility. The School District will require a cell phone system, a radio system, or other acceptable communication system to be in place to contact personnel at all School District Facilities. For example, the Contractor may provide one cell phone for each Facility that is rotated between shifts that any necessary communications may be easily facilitate.

1. **Emergency Contacts.** The Contractor will be responsible to provide the School District Facility Director with an emergency contact person and cellular telephone number for each Facility.
2. **Daily Communication.** A daily log shall be maintained at each Facility office where authorized staff may enter suggestions or complaints on areas of Services. The Contractor will write the corrective action taken and sign the log book daily. Additionally, all communications regarding issues with, or deficiencies in, the Services should be made in writing via e-mail from/ to the School District Facility Director and from/to the Contractor Manager.

## **XI. RELATIONSHIP OF THE PARTIES.**

**A. Independent Contractor.** It is expressly agreed between Contractor and the School District that Contractor will act as an independent contractor in the performance of all Services under the Contract and under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. Accordingly, Contractor shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Contractor's Services in accordance with the Contract, including by way of illustration but not limitation, Federal and State income tax, FICA, FUTA, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required and Contractor will indemnify, defend and hold the School District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. The Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes, expressly provide for and set forth herein, and no partnership or joint venture is created hereby. Nothing in this Contract shall be construed to interfere with or otherwise affect the rendering of Services by Contractor in accordance with its independent and professional judgment. The Contract shall be subject to Contractor's performance of Services substantially in accordance with generally accepted practices and principals. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Contract on behalf of Contractor, its employees or agents.

## **XII. SCHOOL DISTRICT FACILITY DIRECTOR AND NOTICES.**

**A. School District Facility Director.** For the purposes of this Contract the School District Facility Director will be the main contact person between the Contractor and the School District, however the School District may at any time designate another individual to serve in this capacity upon written notice to the Contractor Manager.

**B. Notices.** Unless otherwise provided in this Contract, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. The School District or the Contractor may from time to time designate any other address for this purpose by providing written notice to the other Party.

1. **To the School District.** All required notices to the School District shall be delivered to the Superintendent, Harper Creek Community Schools, and 7454 B Dr. North, Battle Creek, MI 49014 with a copy to Jim Robinson Facility Director also at 7454 B Dr. North, Battle Creek, MI 49014.
  2. **To the Contractor.** All required notices to the Contractor shall be delivered to
- 
- 

## **XIII. DEDUCTIONS AND INCENTIVES**

**A. Temporary Closures.** In addition to those reductions allowed under Section V. of this Contract, if one or more Facilities are closed for more than three (3) consecutive days for "calamities," Facility renovations, and/or a problem with a Facility, the School District Facility Director may request that Services be temporarily suspended in the applicable Facility(s). If this occurs, the School District's invoice for that

month will be reduced by 1/20<sup>th</sup> for each day of work that Services are cancelled in the applicable Facility. If any such service reductions can be reasonably anticipated by the School District, the School District Facility Director will provide as much lead time to the Contractor Manager as possible.

**B. Performance Incentives.** The following financial non-compliance assessments shall be applied, and will be deducted from the next Contract Price invoice. The School District Facility Director has the authority to waive up to \$1,000 per contract year.

1. **Excessive Turnover.** Past experience has demonstrated that excessive turnover in the Contract Manager or custodian positions per Facility causes additional and significant burdens upon the School District and to off-set these burdens, the Contractor may be assessed a \$250 assessment per instance at the School District's discretion if any management position or custodian position is turned over more than twice in a three (3) month period. This assessment will be waived during the first ninety (90) days of the initial term.
2. **Uniforms and ID Badges.** If a Contractor employee or agent is observed at a Facility without wearing the proper ID badge or uniform, the Contractor may be charged a \$25 assessment on the next Contract Price invoice.
3. **Fines for OSHA/MIOSHA Violations.** If the School District is assessed any fines for OSHA/MIOSHA violations arising out of these Services and attributable to the Contractor, the Contractor shall reimburse the School District for these fines by commensurately reducing the charges on the next Contract Price invoice.
4. **Improperly Securing Buildings.** If the Contractor fails to properly secure any Facility, a non-compliance assessment may be deducted for the next Contract Price invoice to pay the local police department or the School District Maintenance Department for their charge to respond to calls. Additionally, the Contractor shall be responsible for any and all damage or loss to School District Facilities or equipment arising from the failure to properly secure all Facilities in accordance with this Contract.
5. **No Answer of Calls/Pages.** Calls placed by the School Districts Facility Superintendent, the School District Facility Director, or the Facility administrator to the Contract Manager that are not answered or returned within 30 minutes after the call is placed will be assessed a \$25 assessment per incident. In the event of an emergency, any subsequent damage incurred to School District Facilities as a result of the failure of Contractor to supply adequate personnel to control such damage will be reimbursed by the Contractor. The deduction will be made on the next Contract Price invoice.
6. **Non-Compliant Contractor Personnel.** If a Contractor employee or agent is observed working in a School District Facility and is not in compliance with the terms and conditions of this Contract (for example, does not have proper fingerprinting and criminal background checks completed), the Contractor will be charged a \$50 assessment which will be made on the next Contract Price invoice. The non-compliance Contractor employee or agent shall immediately vacate the School Districts Property.
7. **Non-Inspection.** Failure to complete any required inspections and failure to re-schedule and complete the inspection within three (3) business days will result in the issuance of compliance assessment of \$100 per instance and will be deducted on the next Contract Price invoice.
8. **Pricing Adjustment and Unfilled Shifts.** The Contract Price agreed to by the School District is based upon the Contractor providing assured staffing on a daily basis in accordance with coverages and hours set forth in **Attachment D**. Whenever any Contractor employee or agents are absent from part or all of their Contractor assigned shift at a Facility and the Contractor does not provide coverage for the Facility, the Contractor must deduct \$200 per day of Service not provided as a Contract Price adjustment. Additionally, if the Contractor utilizes a Management Personnel to fill an unfilled shift during the Management Personnel's designated shift, the Contractor must deduct \$200

per instance from the next Contract Price invoice. These assessments are intended to reflect the Contractor's savings by not providing the Services required and to provide an "assured staffing" incentive. Any portion of a shift not covered by a Contractor substitute will be assessed a pro-rated assessment based upon \$200 per day. The Contractor shall provide a reconciliation of hours worked on a monthly basis, and within 10 days of the end of the Initial Term if this Contract is not renewed or extended. If the Contractor provides Additional Services that have not been approved by the School District, no such charges may be applied to the School District.

9. **Damage to School District Facilities and/or Equipment/Property.** If the acts or omissions of a Contractor employee or agent causes damage to any School District property or equipment, the Contractor shall be responsible for the full cost to repair or replace such property or equipment to a condition as good as or better than prior to such damage.

#### **XIV. MISCELLANEOUS**

- A. **Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Calhoun County, Michigan.
- B. **Taxes.** Contractor is responsible for sales taxes and any other applicable taxes related to the Services provided under the Contract.
- C. **No Assignment or Sub-Contracting.** This Contract shall not be assigned, transferred, or subcontracted, in whole or in part, by the Contractor without the prior written consent of the School District.
- D. **No Waiver.** No waiver of any term or condition of this Contract shall be valid or binding on either Party unless the same shall have been mutually assented to in writing by both Parties. The failure of either Party to enforce any time any of this Contract, or the failure to require at any time performance by another Party of any of the provisions of this Contract, shall in no way affect the validity of either Party to enforce each and every such provision thereafter.
- E. **Severability.** In the event any provision(s) of this Contract shall be illegal or invalid for any reason, said provision(s) shall be deemed to be fully severable without affecting the remaining provisions of this Contract and this Contract shall be construed and informed as if said illegal or invalid provision(s) had never been inserted herein.
- F. **Counterparts.** This Contract may be expected in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- G. **Entire Agreement.** This instrument contains the entire Contract entered into between the Parties hereto, its terms may not be modified except in writing signed by the Contractor and the School District. This Contract supersedes and takes the place of all prior contracts and/or understandings, whether written or oral between the School District and the Contractor.
- H. **Non-Appropriation of Funds.** The School District represents one (1) that it has adequate funds to meet its obligations under this Contract during the 2022-2023 fiscal year, (2) that it intends to maintain this Contract from the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (3) that it will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the

School District determines, in its sole and absolute discretion, that it lacks adequate funds to pay part or all of the payments for the Services described in this Contract, the School District's obligation under this Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

- I. Force Majeure.** In the event Contractor is unable to provide Services herein specified because of any act of God (excluding inclement weather), civil disturbance, fire, flood, riot, war, picketing, strike, pandemic, quarantine, lockout, labor dispute, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the Contractor's control, the School District shall excuse the Contractor from performance under this Contract. A change in market condition does not constitute force majeure for the Contractor. The School District shall have the right to take over the Services if the Contractor is prevented from operating for the reasons described above, and may provide such Services with school employees or other persons, as the School District may deem appropriate until Contractor is able to resume its regular operations and the School District shall receive a credit from Contractor for the days the Contractor failed to provide such Services on a pro-rata basis. Notwithstanding the foregoing, in the event of a strike, the Contractor shall procure replacement personnel necessary to perform the Services. If the Contractor does not procure such replacement personnel, the School District may procure the same and deduct the associated costs and expenses from any amounts owed to the Contractor, or terminate the Contract. Additionally, in the event the School District is unable to carry out its obligations, under this Contract, or does not require Services because of any act of God, civil disturbance, fire, flood, riot, war, picketing, strike, pandemic, quarantine, lockout, labor dispute, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the School District's control, the School District shall be excused from performance under this Contract.
- J. Insolvency.** In the event that Contractor becomes insolvent or seeks the protection of the U.S. Bankruptcy Court, then the School District, at its option, may immediately terminate this Contract.
- K. Advertising.** The Contractor shall not use this District as part of any commercial advertising without the prior written consent of the School District.

**WHEREAS,** The Parties have executed this Custodial Services Contract as of the Effective Date.

**HARPER CREEK COMMUNITY SCHOOLS**

**[CONTRACTOR]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT A

## List of School District Facilities

### Facilities subject to the Services:

<u>Facility Name</u>	<u>Minimum Coverage Hours</u>
Harper Creek High School	6:00 a.m. – 6:00 a.m.
Harper Creek Middle School	6:00 a.m. – 11:30 p.m.
Harper Creek Administration Bldg.	7:00 a.m. – 12:00 p.m.*
Harper Creek Transportation Bldg.	5:00 a.m. - 7:00 a.m.**
Beadle Lake Elementary	6:00 a.m. – 11:30 p.m.
Sonoma Elementary	6:00 a.m. – 11:30 p.m.
Wattles Park Elementary	6:00 a.m. – 11:30 p.m.
DeYoung Building	10:30 p.m. – 2:00 a.m.***

- \* The Administration Building is flexible, currently we are using the same person for both the Administration Building and the Transportation Building.
- \*\* Transportation Building can be combined with Administration Building.
- \*\*\* The DeYoung building is only used during the spring and fall sports seasons, we are currently using a third shift person from the HS to do this building.

The above times are just to use as a guideline. Contractor must consider enough time to have walks cleared during the winter at all buildings prior to the start of school.



## **ATTACHMENT B**

### **Custodial Service**

This Attachment B is not intended to specify the manner in which the tasks must be performed, but rather to demonstrate the minimum expectations of the School District so that the Facilities are cleaned as necessary for the School District's educational mission, operations and expectations. In addition to the specifications set forth in the RFP, at a minimum, the Contractor shall perform the following duties as part of the Custodial Services.

1. All tasks and duties set forth in **Attachment B-1**, and the Contractor agrees all such Custodial Services shall be performed at the frequencies set forth therein.

**ATTACHMENT B-1**

**Custodial Services**

**ATTACHED IN APPENDIX B-1**

**ATTACHMENT C**

**Contractor's Pricing**

**CONTRACTOR PRICE – CUSTODIAL SERVICES.**

**Custodial Services**

<b>Facility/Building</b>	<b>2022/2023</b>	<b>2023/2024</b>	<b>2024/2025</b>
--------------------------	------------------	------------------	------------------

<b><u>Harper Creek High School</u></b>			
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<b><u>Harper Creek Middle School</u></b>			
--	--	--	--

<b><u>Harper Creek Administration</u></b>			
---	--	--	--

<b><u>Harper Creek Transportation</u></b>			
---	--	--	--

<b><u>Beadle Lake Elementary</u></b>			
--------------------------------------	--	--	--

<b><u>Sonoma Elementary</u></b>			
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<b><u>Wattles Park Elementary</u></b>			
---------------------------------------	--	--	--

<b><u>DeYoung Building</u></b>			
--------------------------------	--	--	--

<b><u>TOTAL COST ALL BLDGS.</u></b>			
-------------------------------------	--	--	--

<b><u>Custodial Services</u></b>			
<b><u>Total FTE's-Management</u></b>			

<b><u>Custodial Services</u></b>			
<b><u>Total FTE's Labor</u></b>			

**ADDITIONAL PRICING – Applicable under Proposal Pricing**

**PRICING INCREASE/DECREASE FOR PERMANENT ADDITION/REMOVAL OF PORTION OF THE SERVICES.**

<b>Pricing Parameter</b>	<b>½ FTE</b>	<b>1 FTE</b>
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Day Custodian		
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Night Custodian		
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CUSTODIAL SERVICES HOURLY PRICING – For Additional Services Requested under Contract

<u>Pricing Parameter</u>	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2025</u>
Hourly Rate			
Weekend Services Rate			
Holiday Rate			
Emergency Rate			

MISCELANEOUS PRICING ITEMS

<u>Pricing Parameters</u>	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2025</u>
---------------------------	------------------	------------------	------------------

Price per Square Foot if Scope of Custodial Services is Reduced. \_\_\_\_\_

**ATTACHMENT E**

**Contractor Provided Equipment, Listed by Building.**

**ATTACHED**

**ATTACHMENT F**

**Contractor Equipment Cost Breakdown by Building.**

**ATTACHED**



HARPER CREEK COMMUNITY SCHOOLS  
*Facilities Department*  
7454 B Dr. North  
Battle Creek, MI 49014  
(269) 441-6550  
Fax (269) 962-6034

Appendix  
F

REQUEST FOR PROPOSALS  
FOR CUSTODIAL SERVICES

Created by:

Jim Robinson  
Director of Facilities  
Harper Creek Community Schools.

HARPER CREEK COMMUNITY SCHOOLS

REQUEST FOR PROPOSAL  
FOR  
CUSTODIAL SERVICES

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**PROPOSAL PRICING FORM**

Contractor Information

**Contractor Name:**

---

**Business Address:**

---

**Contact Person:**

**Telephone:**

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**E-Mail:**

**FAX:**

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**A. CUSTODIAL SERVICES PRICING – ALL FACILITIES FULL STAFFING**

This pricing is to reflect an award by the School District of **ONLY** the Custodial Services contemplated in the RFP for **All FACILITIES** based upon an **everyday cleaning** schedule at these Facilities with full staffing for 12 months each year. *The Custodial Services Proposal pricing shall be based on the Custodial Services frequencies and duties in the RFP and the staffing and wages set forth in the Contractor's Proposal. The Custodial Services Proposal pricing shall also be based upon the School District securing all Consumable Supplies and Cleaning Supplies in accordance with terms and conditions of the RFP and Contract, and the Contractor providing all equipment required per the RFP in accordance with the terms and conditions of the RFP and the Contract.* Accordingly, the Custodial Services Proposal pricing for these Facilities must be inclusive of all costs and expenses of Contractor for all personnel, supplies and additional equipment necessary to perform the Custodial Services, and are to be expressed as not-to-exceed amounts and all amounts are to include wages (both daily and substitute personnel), benefits (both health and other benefits offered or required), overhead and profit to perform all Custodial Services. These prices are to include Custodial Services coverage Monday through Friday at all Facilities, with the Weekend Services provided as requested in accordance with the terms and conditions of the RFP and the Contract.

CUSTODIAL SERVICES – Full Staffing 12 months per year

<u>Facility/Building</u>	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2025</u>	<u>Total</u>
Harper Creek High School				
Harper Creek Middle School				
Harper Creek Administration				
Harper Creek Transportation				
DeYoung Building				
Beadle Lake Elementary				
Sonoma Elementary				



Wattles Park Elementary <b>TOTAL COST ALL FACILITIES</b>	<b>2022/2023</b>	<b>2023/2024</b>	<b>2024/2025</b>	<b>Total</b>
Total Building Cost				
Custodial Services – Total FTEs-Management				
Custodial Services – Total FTEs labor				

**B. ALTERNATE CUSTODIAL SERVICES PRICING REDUCTION – LIMITED SUMMER STAFFING.**

The below amount per Facility would be the **REDUCTION** to the per Facility pricing set forth in Section A above if the School District elected to only require limited Contractor staffing in the two (2) summer months as set forth in Appendix C-1 of the RFP at a particular Facility(ies). Aside from the **reduction** in the per Facility price due to the reduced staffing, all other parameters of the pricing remain the same as set forth in Section A above.

**CUSTODIAL SERVICES – REDUCTION per Facility for limited Summer Staffing**

<b>Facility/Building</b>	<b>2022/2023</b>	<b>2023/2024</b>	<b>2024/2025</b>	<b>Total</b>
Beadle Lake Elementary				
Sonoma Elementary				
Wattles Park Elementary				

**C. ADDITIONAL PRICING – Applicable under Proposal Pricing**

**PRICING INCREASE/DECREASE FOR PERMANENT ADDITION OR PORTION OF THE SERVICES**

<b>Pricing Parameter</b>	<b>½ FTE</b>	<b>1FTE</b>
Day Custodian		
Night Custodian		

**CUSTODIAN SERVICES HOURLY PRICING-For Additional Services Requested Under Contract**

<b>Pricing Parameter</b>	<b>2022/2023</b>	<b>2023/2024</b>	<b>2024/2025</b>
Hourly Rate			
Weekend Service Rate			
Holiday Rate			
Emergency Rate			

Miscellaneous PRICING ITEMS

<u>Pricing/Parameters</u>	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2025</u>
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Price per square foot if Scope  
Of Custodial Services is Reduced. \_\_\_\_\_

**D. WAGES AND BENEFITS OFFERED BY CONTRACTOR**

As set forth in the RFP, the Contractor's rate and pricing shall include the wages and benefits offered to its employees, including health benefits and/or other benefits offered to Contractor's employees. The Contractor shall include in its Proposal the wages (hourly and/salary amount per position) and benefits that will be offered to its employees who perform the Services.

**E. ACKNOWLEDGEMENT OF ADDENDA TO THE RFP**

The Contractor acknowledges the following addenda that were issued in the RFP.

<u>Addendum Number</u>	<u>Date</u>
1.	_____
2.	_____
3.	_____

**F. ACKNOWLEDGMENT OF TERMS & AUTHORIZATION**

The undersigned Contractor acknowledges and agrees that the School District reserves, in its sole and absolute discretion, the right: (i) to accept or reject, in whole or in part, any and all Proposals received in response to this RFP; (ii) to waive informalities and irregularities in the RFP process; (iii) to award the Contract to other than the Contractor with the lowest financial Proposal; and (iv) to award the Contract to one (1) or more Contractors. If awarded the services, the Contractor agrees to enter into the form of Contract with the School District, and to furnish the services in strict accordance with, this RFP and the Contract. By submitting a Proposal, the Contractor certifies that its Proposal, as submitted, complies with all terms and conditions as set forth in this RFP, unless specifically enumerated as an exception as part of its Proposal.

Additionally, the Contractor certifies that it has not communicated about the subject of the RFP or a Contractor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, contractors or employees of the School District except as permitted under the RFP, or as otherwise required by applicable law.

**Contractor Name:** \_\_\_\_\_

**Authorized Individual Name:** \_\_\_\_\_

**Position Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



HARPER CREEK COMMUNITY SCHOOLS

*Facilities Department*

7454 B Dr. North

Battle Creek, MI 49014

(269) 441-6550

Fax (269) 962-6034

## Appendix

### G

# REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES

## PROPOSED STAFFING FORM

Created by:

Jim Robinson

Director of Facilities

Harper Creek Community Schools.

**HARPER CREEK COMMUNITY SCHOOLS**  
**PROPOSED STAFFING FORM**

**School Facility      Position      Scheduled Daily Shift      Days/Week      Hours/Day      Hours/Year      Wage Rate**

**Harper Creek HS**

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**Harper Creek MS**

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**Harper Creek Administration Building**

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**Harper Creek Transportation**

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**DeYoung Building**

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**Beadle Lake Elementary**

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**Sonoma Elementary**

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**Wattles Park Elementary**

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**Total Hours**

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Position = Title (i.e., Supervisor) or Scheduled Shift (i.e., Day Custodian or Evening Custodian)

Scheduled Daily Shift = Start and End Times of Shift (i.e., 6:00 am – 2:00 pm)

Days/Week = Days the shift performs duties (i.e., M-F or T-Sat)

Hours/Day = # of hours shift is scheduled daily (i.e., 8 hours)

Hours/Year = # of hours the position will work each Contract Year (e.g., 1980 hours)

Wage Rate = The starting/minimum wage of the position (i.e., \$12.00/hour). If salaried employee, may use annual salary.



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*Facilities Department*  
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Battle Creek, MI 49014  
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Appendix  
H

REQUEST FOR PROPOSALS  
FOR CUSTODIAL SERVICES

FAMILIAL DISCLOSURE AFFIDAVIT

Created by:

Jim Robinson  
Director of Facilities  
Harper Creek Community Schools.

## Familial Disclosure Affidavit

The undersigned, the owner or authorized officer of the below-named contractor (the “Contractor”), pursuant to the familial disclosure requirement provided in the Harper Creek Community Schools (the “School District”) Request for Proposals for Custodial Services, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Contractor, and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District Board of Education Members and its Superintendent may be found at <https://www.harpercreek.net>.

List any Familial Relationships:

**CONTRACTOR:**

\_\_\_\_\_  
Print Name of Contractor

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2022 by

\_\_\_\_\_.

\_\_\_\_\_  
, Notary Public  
County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_



HARPER CREEK COMMUNITY SCHOOLS

*Facilities Department*

7454 B Dr. North

Battle Creek, MI 49014

(269) 441-6550

Fax (269) 962-6034

## Appendix

### I

# REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES

## IRAN SANCTIONS ACT

Created by:

Jim Robinson

Director of Facilities

Harper Creek Community Schools.



**AFFIDAVIT OF COMPLIANCE – IRAN SANCTIONS ACT**

**Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized officer of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Harper Creek Community Schools (the “School District”) Request for Proposal for Custodial Services (the “RFP”), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an “Iran linked business” at any time during the course of performing any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any persons who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

**CONTRACTOR:**

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by

\_\_\_\_\_.

\_\_\_\_\_  
, Notary Public  
\_\_\_\_\_  
County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_